

**COLLECTIVE BARGAINING AGREEMENT**  
**BETWEEN**  
**TEAMSTERS LOCAL UNION NUMBER 700**  
**REPRESENTING SOCIAL SERVICE CASEWORKERS**  
**AND THE CHIEF JUDGE OF THE CIRCUIT COURT**  
**OF COOK COUNTY**

**Effective:**

**December 1, 2008 through November 30, 2012**  
**(with Table of Contents)**

## **PREAMBLE**

This collective bargaining agreement is entered into between the Chief Judge of the Circuit Court of Cook County as Employer of employees covered by this Agreement (hereinafter referred to as the "Employer") and Teamsters Local Union Number 700, (hereinafter referred to as the "Union").

## **ARTICLE I PURPOSE**

Whereas, it is the intent and purpose of the parties to hereto set forth the Agreement between them for the term hereof concerning rates of pay, wages, hours of employment and other working conditions to be observed by them and the employees covered hereby and to establish an equitable and peaceful procedure for the resolution of differences; and

Whereas, the parties recognize the constitutional, statutory, and inherent powers of the Judicial Branch of government and agree that no provision of this Agreement may be interpreted or enforced in such a manner as to interfere with the constitutional, statutory, and inherent powers of the Judicial branch; and

Whereas, the parties recognize the central role of the employer in assuring compliance with the laws, the Constitution of the State of Illinois, and the United States Constitution; and

Whereas, the parties recognize the vital and necessary role of the employees in carrying out the day-to-day work of the judicial system; and

Whereas, the parties recognize that the users of the Court's service demand and have a constitutional right to prompt and efficient adjudication of complaints and disputes, and insist upon the fullest protection of common law; statutory, civil and constitutional rights;

Now, therefore, in consideration of the mutual promises and agreements herein contained, the parties do mutually covenant and agree as follows:

## **ARTICLE II RECOGNITION**

### **Section 1. Representative Unit:**

The Employer recognizes the Union as the sole and exclusive representative for the purposes of collective bargaining, pursuant to the Illinois State Labor Relations Act, 5 Illinois Compiled Statutes 315 et seq., for the unit of the following Social Service Department employee classifications: Social Caseworker I and Social Caseworker II. Excluded from this unit are all supervisory, managerial, confidential employees and any employees who are empowered to

perform corrective action as well as those excluded pursuant to Illinois State Labor Relations Board Case Nos. S-RC-96-91 and S-RC-96-93.

## **Section 2. Union Membership:**

Each employee who on the effective date of this Agreement is a member of the Union, and each employee who becomes a member after that date, shall maintain his/her membership during the term of this Agreement except as provided herein.

An employee shall be considered to be a member of the Union if he/she timely tenders the dues and initiation fee required as a condition of membership.

The Employer will grant the Union an opportunity during the orientation of new employees to present the benefits of Union membership. New employees will be given a copy of the Agreement as part of their orientation materials prior to the Union presentation.

## **Section 3. Dues Checkoff:**

With respect to any employee from who the Employer receives individual written authorization, signed by the employee, in a form agreed upon by the Union and Employer, the Employer shall deduct from wages of the employee the dues and initiation fee required as a condition of membership in the Union, or a representation fee, and shall forward such amount to the Union within thirty (30) calendar day after the close of the pay period for which the deductions are made. The amounts deducted shall be set forth by the Union, and the Employer shall continue to retain a service charge of up to five cents (5¢) for making such deduction.

## **Section 4. "Fair Share":**

A. The Union, having demonstrated that more than 50% of the eligible employees in the bargaining unit signed up as dues paying members, the Employer agrees to grant "Fair Share" to the Union in accordance with Section 6 (e)-(g) of the Illinois Public Labor Relations Act during the term of this Agreement. All employees covered by this Agreement will within 30 days of the Union meeting said conditions or within 30 days of their employment by the Chief Judge either (1) become members of the Union and pay to the Union regular Union dues and fees or (2) will pay to the Union each month their fair share of the Union's cost of the collective bargaining process, contract administration and pursuing matters affecting employee wages, hours and other conditions of employment.

B. Such fair share payment by non-members shall be deducted by the Chief Judge from the earnings of the non-members and remitted to the Union, provided, however, that the Union shall certify to the Chief Judge the amount constituting said fair share, not exceeding the dues uniformly required by members of the Union, and the Union's cost of the collective

bargaining process, contract administration and pursuing matters affecting employees wages, hours and other conditions of employment.

C. Upon receipt of such certification, the Chief Judge shall cooperate with the Union to ascertain the names, addresses and work locations of all employee non-members of the Union from whose earnings the fair share payment shall be deducted.

D. Thirty days prior to any fair share deduction being made, the Union shall post a notice at all offices where non-members are employed providing the following information:

1. When fair share deduction will begin;
2. The percentage of dues which will be deducted as the fair share;
3. An explanation of how the percentage of fair share dues was calculated;
4. A statement as to how non-members may obtain further information about how the fair share Percentage was calculated;
5. An explanation that objections to the fair share amount may be filed by contacting the Illinois State Labor Relations Board at 160 N. LaSalle Street, Chicago, Illinois 60601, telephone number 793-6400.

E. Objections to the amount of fair share deductions shall be resolved by the Illinois State Labor Relations Board according to its rules and regulations. Should the State Labor Relations Board be unable to provide a timely hearing, objections shall be heard by a neutral arbitrator jointly selected by the objectors and the Union. The arbitrator's fees and expenses shall be paid by the Union.

F. Upon the Union's receipt of notice of objection by a non-member to the fair share amount, the Union shall deposit the fees in an escrow account according to any applicable rules promulgated by the Illinois State Labor Relations Board. If no such rules have been promulgated, the Union shall deposit in an escrow account, separate from all other Union funds, the amount of fees being collected from non-Union employees which is in dispute. If the Union escrows less than the full amount of fees in dispute it must justify the limited escrow on the basis of an independent audit, and the escrow figure must be independently verified. The escrow fund will be established and maintained by a reputable independent bank or trust company and the agreement therefore shall provide that the escrowed funds will be outside the Union's control until the final disposition of the objection; and the escrow fund will terminate and the fund therein will be distributed by the terms of an ultimate award, determination or judgement including any appeals or by the terms of a mutually agreeable settlement between the Union and an objector or group of objectors.

G. If an ultimate decision in any proceeding under State or Federal law directs that the amount of fair share should be different than the amount fixed by the Union, the Union shall promptly adopt said determination and notify the Employer to change deductions from the earnings of non-members to said prescribed amount.

H. It is understood that if the Union procedure for handling fair share objectors has been subjected to review by the Illinois State Relations Board and found valid under Federal and State Law, that procedure shall be followed by objecting employees.

**Section 5. Religious Exemption:**

Employees who are members of a church or religious body having a bona fide religious tenet or teaching which prohibits the payment of a fair share contribution to a union shall be required to pay an amount equal to their fair share of a Union dues, as described in Section 4, to a non-religious charitable organization mutually agreed upon by the Union and the affected employees as set forth in Section 6(g) of the Illinois Public Relations Act. The employee will be required to furnish written receipt to the Union on a quarterly basis verifying that such payment has been made.

**Section 6. Indemnification:**

The Union Shall Indemnify and hold the Employer harmless against any and all claims, demands, suits or other forms of liability that may arise out of or by reason of any action taken by the Employer for the purpose of complying with any provision of this Agreement. If an incorrect deduction is made, the Union shall refund any such amount directly to the involved employee.

**Section 7. D.R.I.V.E. Authorization and Deduction:**

The Employer agrees to deduct from the paycheck of all employees who submit authorization cards and are covered by this Agreement voluntary contributions to D.R.I.V.E. D.R.I.V.E. shall notify the Employer for the amounts designated by each contribution employee that are to be deducted from his/her paycheck on a weekly basis for all weeks worked. The phrase "weeks worked" excludes any week other than a week in which the employee earned a wage. The Employer shall transmit to:

D.R.I.V.E.  
International Brotherhood of Teamsters  
25 Louisiana Avenue NW  
Washington, DC 20001

Send on a monthly basis, in one check, the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employee's social security number and the amount deducted from the employee's paycheck. No such authorization shall be recognized if in violation of State and Federal law. No deductions shall be made which are prohibited by applicable law.

## **ARTICLE III EMPLOYER AUTHORITY**

### **Section 1. Employer Rights:**

The union recognizes that the employer has the full authority and responsibility for directing its operations and determining policy. The Employer reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon it and vested in it by the laws and the Constitution of the State of Illinois and of the United States, any resolution passed by the County elected officials and any rules and regulations of the Court. Except as amended, changed, or modified by a provision of this Agreement, subject to the general administrative and supervisory authority of the Illinois Supreme Court, the Chief Judge and his agents retain all the management rights and prerogatives they had prior to signing this Agreement either by law, custom, practice, usage, or precedent, to manage and control the Judicial system in the County. Such rights and prerogatives include, but are not limited to, (a) to plan, direct, control, manage, determine, and set standards for all functions, operations, and services of the Judiciary; (b) to establish the qualifications for employment and to employ employees and to determine the qualifications and competency of employees for promotion or transfer to other positions; (c) to determine and establish reasonable rules of conduct and work rules; (d) to determine and establish work schedules and assignments; (e) to hire, promote, transfer, demote, evaluate, reassign, supervise, direct, schedule and assign employees to positions and to create, modify and eliminate positions within the Judiciary; (f) to take disciplinary actions against employees for just cause; (g) to establish reasonable work and productivity standards and to amend such standards, and establish and/or revise performance standards and norms; (h) to lay off employees because of lack of work or funds or other legitimate reasons, or to change or eliminate methods, equipment and facilities for the improvement of operations; (i) to determine the size and composition of the work force; (j) to determine the method, means, organization, and number of personnel by which such operations and services shall be provided; (k) to contract out for goods and/or services; (l) to take whatever action is necessary to comply with State and Federal law; (m) to maintain the efficiency of Judicial operations and services; (n) to take whatever action is necessary to carry out the functions of the Judiciary in emergency situations; (o) to establish wage rates for any new or changed classifications; and (p) to set its overall budget, except as amended, changed or modified by this Agreement.

### **Section 2. Employer Obligation:**

The Union recognized that this Agreement does not empower the Employer to do anything that it is prohibited from doing by law.

### **Section 3. Employee Obligation:**

Employees shall conduct themselves in accordance with the Rules of Professional Conduct and/or Code of Conduct referenced in the Employer's policy and procedure manual,

which are established to promote the integrity of the Social Service Department and the judiciary.

#### **Section 4. Union and Employer Meetings:**

For the purpose of conferring on matters of mutual interest which are not appropriate for consideration under the grievance procedure, the Union and Employer agree to meet at least every three (3) months through designated representatives at the request of either party and at mutually agreed upon times. The location of this meeting will be at the Administrative Office and will be chaired alternately by either party. The Union and Employer shall each designate not more than five (5) representatives to a labor-management committee for this purpose.

Arrangements for such meetings shall be made in advance and a written agenda of the matters to be discussed at the meeting shall be exchanged by the parties five (5) days prior to the date of the meeting. Matters taken up in these meetings shall be confined to those included in the agenda.

### **ARTICLE IV UNION RIGHTS**

#### **Section 1. Union Activity During Working Hours:**

A. Employees shall, after giving appropriate notice to their supervisors, be allowed reasonable time off, with pay, during working hours, to attend Union negotiations, grievance hearings, labor-management meetings and committee meetings, if such committees have been established by this Agreement, or meetings called or agreed to by the Employer, if such employees are entitled or required to attend such meetings, by virtue of being Union representatives, stewards or grievants.

B. Employees may not be excused from employment, for any of the above mentioned purposes, if such absence would hinder the efficient operation of their department.

#### **Section 2. Union Business Access:**

A. Duly authorized business representatives of the Union will be permitted at reasonable times to enter the appropriate Employer facility for purposes of handling grievances or observing conditions under which employees are working. These business representatives will first give notice upon arrival to the Department Head/designee prior to entering and conduct their business so as to not interfere with the operation of the Employer. The Union will not abuse this privilege, and such right of entry shall at all times be subject to general Social Service Department rules applicable to non-employees.

B. Appointments and/or schedules for all necessary Union business meetings, involving three (3) or more people from the Bargaining Unit or Employer premises, shall be made in advance, with the Department Head or designated representative.

C. Meeting rooms may be made available, at reasonable times, upon request by the Union, so long as it does not interfere with department operations.

### **Section 3. Union Bulletin Boards:**

A. The Employer shall provide bulletin boards and the number size and location of each board shall be mutually agreed to by the parties

B. The boards and/or space shall be for the sole and exclusive use of the Union.

C. The items posted shall not be political, partisan, or defamatory in nature.

D. The Chief Judge or the Judge's designated representative shall be provided with a copy of all items prior to posting.

## **ARTICLE V HOURS OF WORK**

### **Section 1. Regular Work Periods:**

#### **A. Workweek:**

Each regular full-time employee is compensated with a bi-weekly salary which represents two 40 hour workweeks. The workweek begins Sunday at 12:01 a.m. and ends at midnight on Saturday. In order to receive the full salary and commensurate benefits, the employee must account for 40 hours each workweek in the form of actual time worked and approved paid leave time. Lunch breaks and paid leaves are not considered actual time worked.

#### **B. Hours of Work:**

The Hours of work for each regular full-time employee will consist of an 8 hour workday (7 hours of actual work and 1 hour paid lunch break), which may coincide with standard office hours, i.e. 8:30 a.m. to 4:30 p.m. Employees may request an alternate hours of work schedule corresponding to 8:00 a.m. to 4:00 p.m. or 9:00 a.m. to 5:00 p.m. Work schedules must be pre-approved by the supervisor. Each employee will submit a proposed schedule to the supervisor at least five (5) workdays in advance of the intended work week. Approval will be based on operational needs.



The work schedule of employees assigned to reporting caseloads will include, on a weekly basis, one 11:00 a.m. to 7:00 p.m. workday in order to meet the service needs of offenders who are unable to report during standard office hours. When additional evening hours are required to meet the reporting or program needs of offenders, an employee may elect to work these additional evening hours as part of an extended day with supervisory approval. In such an instance, the employee's work schedule for the week will be adjusted by reducing the standard eight (8) hour workday of another day during the week. If operational needs do not allow for a reduction in the hours of another day that week, then compensatory time provisions will apply. If early morning hours are required to meet the service needs of offenders, an employee may, with supervisory approval, adjust the start time of another 8 hour day, to begin no earlier than 7:00 a.m. The Department will determine those days of the week that will be designated as early/late days in an office.

As operational needs of and the court the department arise, the work schedules of employees will be established accordingly.

#### **Section 2. Flex Time:**

Providing there is no conflict with the needs of the court and the department, the work schedule may also be adjusted to accommodate temporary or time limited extraordinary circumstances of an individual employee. Accommodation for adjusted work schedules must be previously approved by the Director/Designee.

#### **Section 3. Chief Judge/Constitutional Authority:**

This Agreement recognizes that the Chief Judge is empowered by the Constitution of the State of Illinois to set times and places of holding court and to order extended hours when necessary. It is understood that employees will comply with any such order.

#### **Section 4. Lunch Periods:**

Each work day will include a one (1) hour lunch period. This lunch period will be scheduled between 11:00 a.m. and 2:00 p.m. Exception will be made for those employees scheduled to work outside the standard office hours. For those employees the lunch period should be taken toward the middle portion of the workday. It is assumed that an employee takes his/her lunch period each day unless his/her supervisor gives approval to the contrary. Time for lunch periods will be regulated by the supervisor. In no event can the lunch period be taken at the beginning or at the end of the workday, whereby the employee begins the workday later or ends the workday earlier than scheduled.

### **Section 5. Docking Provision:**

Time not worked due to late arrival, extended lunch break, or early departure will not count toward the required hours of the workweek. Unless the time not worked during the approved work hours is recovered through supervisor approved additional work generally in the same workweek, the employee will be docked for the time not worked.

The recovery of lost time described above and the docking for hours not worked are not in lieu of the discipline process which will ensue when the work policy is not followed.

### **Section 6. Compensatory Time:**

A. It is expected that all assignments can be accomplished during an employee's regularly scheduled work week. However, when operational needs require overtime work, such overtime must be approved by the employee's supervisor, prior to the overtime work being performed, except in crisis situations where prior approval cannot be secured.

Employees shall be eligible to earn compensation time at a rate of one and one half hours for every hour actually worked in excess of 40 hours in a work week. (Lunch hours and paid leaves are not considered actual work and are not part of this calculation of overtime.)

Employees shall be eligible to earn compensation time at a rate of one hour for every hour worked when the sum of the actual time worked and the approved paid leave time is in excess of 35 hours in a work week.

Compensation time may be accrued initially in no less than thirty (30) minute increments and then fifteen (15) minute increments thereafter.

Employees are entitled to combine use of any accrued benefit time except sick leave. Employees are entitled to use accrued compensatory days consecutively.

B. Involuntary Overtime: When operational needs require, involuntary overtime assignments will be made if the Employer is unable to assign overtime work on a voluntary basis.

In the event that the particular overtime work requires no specific skills or continuity of worker then the involuntary overtime will be assigned on the basis of inverse seniority on a rotating basis at that work location.

Employees receiving involuntary overtime assignments will be eligible for compensatory time in accordance with provisions A and C of this Section.

C. Use: Requests for use of compensatory time must be made as follows:

| Amount of Compensatory Time | Request Period (work days) |
|-----------------------------|----------------------------|
| 1 day or less               | 1 day                      |
| up to 3 days                | 3 days                     |
| 3 to 5 days                 | 7 days                     |
| more than 5 days            | 14 days                    |

Emergency circumstances may arise where an employee is unable to meet the above request period requirements. Under such circumstances, an employee may nonetheless be allowed to use accrued compensation time if, in the Employer's sole discretion, operational needs allow such use.

## ARTICLE VI VACATIONS

### Section 1. Vacation Leave:

A. All bargaining unit employees, who have completed one year of service with the Employer, including service mentioned in paragraph D of this section, shall be granted vacation leave with pay for periods as follows:

| Anniversary of Employment             | Days of Vacation | Maximum Accumulation |
|---------------------------------------|------------------|----------------------|
| 1 <sup>st</sup> thru 6 <sup>th</sup>  | 10 working days  | 20 working days      |
| 7 <sup>th</sup> thru 14 <sup>th</sup> | 15 working days  | 30 working days      |
| 15 <sup>th</sup> thru--               | 20 working days  | 40 working days      |

B. Computation of vacation leave shall begin at the initial date of employment at 0.3847 days per pay period, with the rate of accrual increasing thereafter on the sixth (6<sup>th</sup>) anniversary to 0.5770 days per pay period and on the fourteenth (14<sup>th</sup>) anniversary to 0.7693 days per pay period. A pay period is one in which an employee is in pay status for 80 hours in a pay period of two weeks.

C. Employees may use only such vacation leave as has been earned and accrued.

D. Any employee who has rendered continuous service to the City of Chicago, the Chicago Park District, the Forest Preserve District, the Metropolitan Sanitary District of Greater Chicago and/or the Chicago Board of Education shall have the right to have the period of such service credited and counted for the purpose of computing the number of years of service as employees of the County for vacation credit only. All discharges and resignations not followed by reinstatement within one (1) year shall interrupt continuous service, and shall result in the loss of all prior service credit. Credit for such prior service shall be established by filing, in the Office of the Comptroller of Cook County, a certificate of such prior service from such former place or places of employment.

E. In the event an employee has not take vacation leave as provided by reason of separation from service, the employee, or in the event of death, the employee's spouse or estate, shall be entitled to receive the employee's prevailing salary for such unused vacation periods.

F. In computing years of service for vacation leave employees shall be credited with regular working time plus the time of duty disability.

G. Any employee who is a re-employed veteran shall be entitled to be credited with working time for each of the years absent due to Military service. The veteran's years of service for purposes of accrual of vacation time in the year of return to employment, shall be the same as if employment had continued without interruption by Military Service.

H. Holidays recognized by the Employer are not to be counted as part of a vacation.

I. Any employee who fails to report for duty on the last scheduled day before vacation and/or the first scheduled day after vacation will be required to provide verifiable proof of medical or personal emergency to receive payment for the extended absence day(s).

## **Section 2. Vacation Preference and Scheduling:**

A. Subject to operational needs, vacations will be granted to meet the request of employees. Vacation periods shall be allotted among employees on a first requested, first granted basis. Where two or more employees in the same department performing the same job request vacation on the same day for the same calendar period and all the employees cannot be released at the same time, then the vacation requests shall be granted in order of the employees' seniority.

B. Vacation time, once scheduled between the Employer and the employee, shall not be revoked by the Employer unless operational needs reasonably require such revocation.

C. Requests for vacation time shall be made in the following manner:

| <b>Amount of Vacation Leave</b> | <b>Request Period (work days)</b> |
|---------------------------------|-----------------------------------|
| 1 day or less                   | 1 day                             |
| 1.5 days to 5 days              | 5 days                            |
| more than 5 days                | 10 days                           |

All requests must be made on the appropriate department form and submitted to the supervisor for consideration. Emergency circumstances may arise where an employee is unable to meet the above request time requirements. Under such circumstances, and employee may nonetheless be allowed to use accrued vacation time if in the Employer's sole discretion operational needs allow such use.

## **ARTICLE VII WELFARE BENEFITS**

### **Section 1. Health Insurance:**

The County agrees to maintain the current level of employee and dependent health benefits that are set forth in Appendix C as revised by this Agreement and specifically described in Appendix C.

### **Section 2. Life Insurance:**

All employees shall be provided with life insurance in an amount equal to the employee's annual salary (rounded to the next \$1000.00), at no cost to the employee, with the option to purchase additional insurance up to a maximum of the employee's annual salary. No life insurance shall be offered through the County's HMO plans.

### **Section 3. Dental Plan:**

All employees shall be eligible to participate in the dental plan as set forth in Appendix C as revised by this Agreement and specifically described in Appendix C. No dental coverage shall be offered through the County's HMO plans.

### **Section 4. Vision Plan:**

All employees shall be eligible to participate, at no cost to them, in the vision plan as set forth in Appendix C as revised by this Agreement and specifically described in Appendix C. No vision coverage shall be offered through the County's HMO plans.

### **Section 5. Hospitalization-New Hires:**

All new hires covered by this Agreement shall be required to enroll in the County HMO plan of their choosing, such enrollment to be effective from the date of hire through the expiration of the first full health plan year following such date of hire.

### **Section 6. Insurance Opt-Out:**

Effective the first full pay period after 12/1 of each fiscal year, the Employer agrees to pay \$800/year to eligible employees who opt-out of the Employer's health benefit program. Prior to opting-out of any such program, the employee must demonstrate to the Employer's satisfaction that he/she has alternative health coverage. Any employee electing to opt-out of the Employer's health benefit program may request that in lieu of a bi-weekly payment to the employee, this amount be credited to a medical flexible spending account. Eligible employees

who lose their alternative health coverage may enroll in or be reinstated to the Employer's health care benefit program.

#### **Section 7. Sick Leave:**

A. All monthly salaried employees, other than seasonal employees, shall be granted sick leave with pay at the rate of 0.4616 days per pay period. Accrued sick leave will carry over if employees change offices or Departments within the County as long as there is no break in service longer than thirty (30) days.

B. Sick leave may be accumulated to equal, but at no time to exceed, one hundred seventy-five (175) working days at the rate of twelve (12) working days per year. Records of sick leave credit and use shall be maintained by each office, department or institution. Severance of employment terminates all rights for the compensation hereunder. Amount of leave accumulated at the time when any sick leave begins shall be available in full, and additional leave shall continue to accrue while an employ is using that already accumulated.

C. Sick leave may be used for illness, disability incidental to pregnancy or for non-job related injury to the employee; appointments with physicians, dentists or other recognized practitioners; or for serious illness, disability or injury in the immediate family or member of household of the employee. After five (5) consecutive work days of absence due to illness, employees shall submit to their department head a doctor's certificate as proof of illness. Accordingly, sick leave shall not be used as additional vacation leave.

D. An employee who has been off duty for five (5) consecutive days or more for any health reason may be required to undergo examination by the Employer's physician before returning to work.

For health related absence of less than five (5) consecutive days, a doctor's statement or proof of illness will not be required except in individual instances where the Employer has reason to suspect that the individual did not have a valid health reason for the absence. If indicated by the nature of a health related absence, examination by the Employer's physician may be required to make sure that the employee is physically fit to return to work.

E. If, in the opinion of the Employer, the health of an employee warrants prolonged absence from duty, the employee will be permitted to combine his/her vacation, sick leave and personal days provided a doctor's excuse is submitted.

F. The employee may apply for disability under the rules and regulations established by the Retirement Board.

### **Section 8. Disability Benefits:**

Employees incurring any occupational illness or injury will be covered by Worker's Compensation insurance benefits. Employees injured or sustaining occupational disease on duty, who are off work as result thereof shall be paid Total Temporary Disability Benefits pursuant to the Workers' Compensation Act. Duty Disability and ordinary disability benefits will also be paid to employees who are participants in the County Employee Pension Plan. Disability benefits will be reduced by any Workers' Compensation Benefit received. Duty disability benefits are paid to the employee by the Retirement Board when the employee is disabled while performing work duties. Benefits amount to seventy-five percent (75%) of the employee's salary at the time of injury, and begin the day after the date the salary stops. Ordinary disability occurs when a person becomes disabled due to any cause, other than injury on the job. An eligible employee who has applied for such disability compensation will be entitled to receive, on the thirty-first (31) day following disability, fifty percent (50%) of salary while disabled. Employees are eligible for three (3) months of disability pay for each full year of service. The first thirty (30) consecutive days of ordinary disability are compensated for only by the use of any accumulated sick pay and/or vacation pay credits unless the employee and the Employer otherwise agree. The employee will not be required to use sick time and/or vacation time for any day of duty or ordinary disability. All provisions of this Section are subject to change in conjunction with changes in State laws.

### **Section 9. Pension Plan:**

Pension benefits for employees covered by this Agreement shall be mandated under Chapter 40 of the Illinois Compiled Statutes.

## **ARTICLE VIII ADDITIONAL BENEFITS**

### **Section 1. Bereavement Leave:**

A. Excused leave with pay will be granted, up to three (3) work days, to an employee for the funeral of a member of the employee's immediate family or household. Immediate family is understood to include mother, father or such people who have reared the employee, husband/wife, child (including step children and foster children), brother/sister, grandchildren, grandparents and spouse's parents. Where death occurs and the funeral is to be held outside a one-hundred and fifty (150) mile radius from the Cook County Building, 118 North Clark Street, Chicago, Illinois, the employee shall be entitled to a maximum of five (5) normal days pay. To qualify for pay as provided herein, the employee must present proof of death, relationship and attendance at the funeral.

B. Leave requested to attend the funeral of someone other than a member of the employee's immediate family or household may be granted subject to operational needs, but time used shall be deducted from the accumulated vacation or personal leave of the employee making the request.

### **Section 2. Parental Leave:**

Employees shall be granted parental leaves of absence due to the birth or adoption of a child. The length of such leave shall not exceed six (6) months inclusive of twelve (12) weeks of Family Medical Leave Act (FMLA) leave. Except when notice is impossible (i.e. adoption situations), employees will notify the Department Head of the length of their leave and their expected date of return at least ninety (90) days prior to his or her expected date of commencement of leave. If an employee desires to request an extension of said leave, the employee shall make said request to the Department Head not later than fourteen (14) days prior to their original return date unless an emergency arises which prevents the request for extension of leave within the stated time.

### **Section 3. Personal Days:**

All caseworkers, except those in part-time status, shall be permitted four (4) days off with pay each fiscal year. Employees shall accrue personal days at the rate of 0.1539 days per pay period. Employees may be permitted these four (4) days off with pay for personal leaves for such occurrences as observance of a religious holiday or for other personal reasons. Such personal days shall not be used in increments of less than one-half (1/2) day at a time, except as described hereinafter. If the health of an employee warrants prolonged absence from duty, the employee will be permitted to combine personal days, sick leave and vacation leave. Employees will be allowed to carry over Personal Day Leave not to exceed 1.499 days per County policy.

For the use of 1 personal day, the employee must complete and submit the designated form for approval of personal day use to their supervisor no less than 1 working day prior to use unless an emergency situation arises which prevents such request. For the use of more than 1 personal day or the combination of personal time with vacation time, the request period will correspond to the amount of total leave requested as found in Article VI, Section 2, item C (vacation scheduling). Severance of employment shall terminate all rights to accrued personal days.

Total of one (1) personal day accrued each year may be used in 1/4 increments throughout the year. Usage of this time is subject to supervisor approval.



#### **Section 4. Jury Duty:**

Approval will be granted for leave with pay for employees summoned for any jury duty. However, any compensation, less travel allowance, must be turned over to the payroll office. Employees who submit the Jury Service warrant shall have such days considered as days worked.

### **ARTICLE IX SENIORITY**

#### **Section 1. Probationary Periods:**

After the date of this Agreement, the probationary period for new employees, or an employee hired after a break in continuous service, shall be six months from the date of hire. A probationary employee shall have no seniority and may be terminated at any time during the probationary period for any lawful reason, and shall have no recall rights or recourse to the grievance procedure with respect to any such discipline or discharge. Upon completion of the probationary period, the employee's seniority shall be computed as of the date of the most recent hire.

#### **Section 2. Definition of Seniority:**

Seniority is defined as the length of continuous service of an employee for the Employer within the Department since the employee's last date of hire. However, this paragraph shall not reduce the seniority of any employee who prior to August 4, 1999, received seniority credit for service performed in another office of the Chief Judge.

#### **Section 3. Reduction in Work Force, Layoff and Recall:**

Should the Employer determine that it is necessary to decrease the number of employees, the employees to be laid off shall be determined on the basis of inverse order of seniority with the Social Service Department. If practicable, the Employer will provide the Union with thirty (30) days notice of any impending reduction in force. In the event of a layoff, a ten (10) day notice will be given to advise members to submit bids of interest. The bid list will then be frozen to fill positions determined vacant by the Employer.

#### **Section 4. Termination of Seniority:**

A. An employee's seniority and employment relationship with the Employer shall terminate upon the occurrence of any of the following:

1. Resignation or retirement;

2. Discharge for just cause.

B. Termination is immediate and implied upon the occurrence of any of the following:

1. absence for three (3) consecutive work days without notification to the Department Head/designee during such period of the reason for the absence, unless the employee has an explanation acceptable to the Employer for not furnishing such notification;
2. failure to report to work at the termination of a leave of absence or vacation, unless the employee has an explanation acceptable to the Employer for such failure to report for work;
3. absence from work because of layoff or any reason for twelve (12) months in the case of an employee with less than two (2) years of service when the absence began, or twenty-four (24) months in the case of all other employees except that this provision shall not apply in the case of an employee on an approved leave of absence, or absent from work because of illness or injury covered by duty disability or ordinary disability benefits;
4. failure to report to work upon recall from layoff within five (5) work days after notice to report for work is sent by registered or certified mail or by telegram to the employee's last address on file with the Personnel Department of the Employer;
5. engaging in gainful employment while on an authorized leave of absence, with the exception of a paid internship related to his/her education requirements while on an authorized leave of absence or continued approved secondary employment which conforms to the Employer's policy on secondary employment.

#### **Section 5. Seniority List:**

1. On the effective day of this Agreement, the Employer shall prepare a seniority list which shows the seniority date, the names and job titles, of all employees within the bargaining unit entitled to seniority.

2. By January 15<sup>th</sup> and July 15<sup>th</sup> of each year the Employer will provide the Chief Steward with an up-to-date copy of the seniority list.

## **ARTICLE X FILLING OF VACANCIES**

### **Section 1. Posting:**

The Social Service Department will post new positions for bidding by employees at all work sites for a period of ten (10) work days. Such posting shall state the grad, assignment and skills required for the posted position. Only bids made within the ten (10) working day period will be considered.

Vacancies which occur from existing positions need not be posted, but rather shall be filled from a permanent bid list described below and shall be in accordance with the Section on priority.

### **Section 2. Permanent Bid List:**

Employees may at any time request a transfer or promotion whether or not a position is currently available. Such request will be submitted via a "Filling of Vacancy Request Form" prepared by the Employer. An employee who makes a filling of vacancy request shall receive a dated and initialed copy of the request within three (3) work days after receipt by the office administrator.

The Employer shall provide the Union on a quarterly basis a personnel transaction list for the department indicating all new hires, transfers, promotions, demotions and terminations stating the name and seniority of each personnel transaction.

The Union shall upon request, at a mutually convenient time, be allowed to inspect the bid list. The Union may also copy portions of the bid list at the time of inspection.

The Employer shall provide a current list to the Union of all budget positions that currently exist and on each occasion that a newly budgeted position is created, the Union shall receive the same.

Bids are valid for one year. Upon notice of transfer, the employee will have the option to withdraw the bid; if not withdrawn at that time the transfer will become effective. When the transfer occurs due to the assignment of pre service employees, the bid list will be frozen three weeks prior to the conclusion of the pre service orientation class. An employee may bid on only four positions at one time.

### **Section 3. Priority:**

Vacancies shall be filled by qualified individuals in the following priority:

1. Promotion/Transfer with the department
2. Recall from layoff within the department
3. Applicants from outside the bargaining unit

Promotions and transfer applications have identical priority and will be considered equally for the filling of vacancies.

An employee may not be considered for reassignment for one year after receiving a new position except when the change was involuntary or otherwise required by operational needs. When involuntary changes in job assignment are made, the Employer will give due consideration to seniority.

#### **Section 4. Testing:**

When tests are required for a position, all bidders shall be tested for that position. The tests shall relate to the job skills required for the position.

#### **Section 5. Interview:**

Some positions may require an interview. Responses to only job related questions shall be considered.

#### **Section 6. Filling Vacancy Criteria:**

Vacancies will be filled by the most qualified applicant based on the totality of the following: test results, expertise in the particular area, job performance, conduct, education, employment history and the interview. The Department Administrators will select the candidate who best meets the necessary qualifications for the position. If two or more candidates have equal qualifications, the most senior candidate shall be awarded the position.

### **ARTICLE XI HOLIDAYS**

#### **Section 1. Designation of Holidays:**

A. Except in emergency and for necessary operations, all employees in the bargaining unit are entitled to a holiday on each occasion that the Circuit Court of Cook County is closed for a court holiday. Should a certain holiday fall on a Saturday, the preceding Friday shall be set as the holiday; should a certain holiday fall on a Sunday, the following Monday shall be set as the holiday. Declared holidays are:

1. New Year's Day – January 1<sup>st</sup>
2. Martin Luther King's Birthday – third Monday in January
3. Lincoln's Birthday – February 12<sup>th</sup>
4. President's Day – third Monday in February
5. Pulaski Day – first Monday in March
6. Memorial Day – last Monday in May
7. Independence Day – July 4<sup>th</sup>
8. Labor Day – first Monday in September
9. Columbus Day – second Monday in October
10. Veteran's Day – November 11<sup>th</sup>
11. Thanksgiving Day – the day approved by the Governor of State of Illinois or by the President of the United States
12. Christmas Day – December 25<sup>th</sup>

B. In addition to the above, any other day or part of a day shall be considered a holiday when so designated by the Chief Judge.

C. If the number of holidays is reduced from 12 holidays per year during the contract period, the Employer agrees to meet with the Union to bargain over impact issues relative to that reduction.

### **Section 2. Holiday in Vacations:**

If a holiday falls within an employee's scheduled vacation, such employee, if otherwise eligible, shall be granted an additional day of vacation.

### **Section 3. Work on a Holiday:**

If for any reason the Employer requires an employee to work on any holiday, the employee will be paid at his/her straight-time rate for all hours actually worked and will receive a mutually agreed upon day off for which he/she will receive pay at his/her daily rate of compensation.

### **Section 4. Eligibility:**

To qualify for holiday pay, an employee must be in paid status the day preceding and following the holiday. For purposes of this paragraph, "paid status" is not limited to a day in which work is actually performed. The term shall also include any paid leave or compensatory time used as previously approved by the supervisor. An employee scheduled to work on a holiday but who fails to report shall not be eligible for a paid holiday. An employee scheduled to work on a holiday who calls in sick shall not be eligible for the paid holiday unless verifiable proof of illness or emergency is provided.

### **Section 5. Floating Holiday:**

In addition to the holidays listed, employees shall be credited with one (1) floating holiday on December 1 of each year, which must be used by the employee between December 1 and November 30. The floating holiday may not be carried over into the next fiscal year by the employee. This floating holiday will be scheduled in accordance with the procedure for vacation selection as set forth in the "Vacation" article of the Agreement. Use of the floating holiday is restricted to a full day increment. It is understood that circumstances may arise in which an employee is unable to meet the request time requirement. In these situations, employees may be allowed the use of the floating holiday in the employer's sole discretion. Such approval will not be unreasonably withheld.

## **ARTICLE XII LEAVES OF ABSENCE**

### **Section 1. Regular Leave:**

An employee may be granted a leave of absence without pay by the Department Head or designee. Such leave shall be limited to one (1) month for every full year of continuous employment with the County, not to exceed one (1) year, except for military service. An employee desiring a leave of absence shall make written application to his/her immediate supervisor, who will then refer the application to the Department Head or designee. The application shall include the purpose for the leave of absence and the dates for which the leave is requested. An employee granted a leave of absence shall be eligible, when such leave expires, to receive the salary and the same or comparable position at the time the leave was granted. Absence from County service on leave without pay for periods in excess of thirty (30) calendar days, all suspensions, time after layoffs for more than thirty (30) calendar days but less than one (1) year, all absences without leave shall be deducted in computing total continuous service and will effect a change in the anniversary date.

### **Section 2. Seniority on Leave:**

An employee on an approved leave of absence shall retain seniority, but shall not accrue seniority or pension benefits during such period (except as may be otherwise provided in the County's Pension Plan). Nor shall such period count toward an employee's entitlement to automatic progression in wage scale based on length of service. Employees shall, however, receive retroactive increases for all time in which they were in pay status. An employee returning from a leave of absence will be entitled to return to the same or comparable position held prior to commencement of such leave, if the employee has sufficient seniority.

### **Section 3. Retention of Benefits:**

An employee will not earn sick pay, or vacation credits, or personal days while on a leave of absence. An employee on a leave of absence except for parental leave or leave provided by the Family Leave Act will be required to pay the cost of the insurance benefits provided in Article VIII in order to keep these benefits in full force and effect during the period of leave. Arrangements for payments of such costs through normal deductions or otherwise must be made with the Employer's Human Resources Office prior to departure on the leave. For the failure to make such arrangements, the Employer may cancel insurance benefits, which will be reinstated upon the employee's return to work, subject to such waiting period and other rules and regulations as may be applicable to the insurance plan.

### **Section 4. Union Leave:**

A leave of absence not to exceed one year without pay, will be granted at the discretion of the Department Head based on operational needs, to an employee who is elected, delegated or appointed to participate in duly authorized business of the Union which requires absence from the job. Such leave may be extended by mutual agreement. Employees duly elected as delegates of the Union will be allowed time off, without pay, to attend State and National conferences and conventions of the Union, not to exceed fifteen (15) work days for all employees for the entire year. Employee benefits will be provided as set forth in the Retention of Benefits Section of this Article.

### **Section 5. Military Leave:**

An eligible employee who requires leave from employment for purposes of military service shall be entitled to compensation, benefits, restoration rights, and other guarantees provided by applicable federal or state statute or Cook County Ordinance.

An employee who has at least six (6) months or more of continuous actual service and is a member of the Illinois National Guard or any of the Reserve components of the Armed Forces of the United States, shall be entitled to a leave of absence with full pay for limited service in field training, cruises and kindred recurring obligations. Such leave will normally be limited to eleven (11) working days in each year.

### **Section 6. Veterans' Conventions:**

Any Employee who is a delegate or alternate delegate to a National or State convention of a recognized veterans' organization may request a leave of absence for the purpose of

attending said convention, providing, however, that any employee requesting a leave of absence with pay must meet the following conditions:

1. The employee must be a delegate or alternate delegate to the convention as established in the by-laws of the organization.
2. They must register with the credentials committee at the convention headquarters.
3. Their name must appear on the official delegate or alternate rolls that are filed at the State headquarters of their organization at the close of the convention.
4. They must have attended no other convention, with a leave of absence with pay, during the fiscal year.
5. The employee must produce, upon returning from the convention, a registration card signed by a proper official of the convention, indicating attendance.

#### **Section 7. Family Responsibility Leave:**

An employee who has at least two (2) years of service and has a need to be absent from work to meet family responsibilities arising from the employee's role in his/her family or household may, upon request for good cause shown, be granted a leave of absence for a period not to exceed a total of six (6) months without pay inclusive of the twelve (12) weeks of FMLA leave. Insurance coverage shall be maintained only in accordance with FMLA leave, i.e. up to twelve (12) weeks and meeting FMLA standards. Notwithstanding any provision herein to the contrary employees when taking FMLA leave will be required to utilize accrued time.

#### **Section 8. Educational Leave:**

A. Upon request, a leave of absence for a period not to exceed six (6) months may be granted to a full-time employee with at least two (2) years of County service, if operational needs allow, in order that the employee may attend a recognized college, university or technical school, provided that the course or instruction is logically related to the employee's employment opportunities with the Employer. Such leave may be extended for good cause and in accordance with the operational needs of the Employer.

B. The employee is eligible for tuition reimbursement should Cook County announce and fund such a program for all Cook County employees.

#### **Section 9. Use of Benefit Time:**

Except where required by law, employees shall not be required to use accumulated time prior to going on unpaid leave. However, notwithstanding any provision herein to the contrary, employees when taking FMLA leave will be required to utilize accrued time.



#### **Section 10. Approval of Leave:**

No request for a leave will be considered unless approved by the Department Head and the Department Head shall not grant approval, if, in his judgement, such absence from duty at the particular time requested would subsequently interfere with the conduct of business.

#### **Section 11. Change of Anniversary Date:**

Absence from service on leave of any kind without pay for periods in excess of thirty (30) calendar days, all suspensions, time after layoffs for more than thirty (30) calendar days but less than one (1) year, all absences without leave shall be deducted in computing total continuous service and will effect a change in the anniversary date.

### **ARTICLE XIII DISCIPLINE PROCEDURE**

#### **Section 1. Use of Discipline:**

The Employer has the right to discipline employees. The Employer may only impose the types of discipline listed in Section 2 of this Article. Although discipline shall normally be progressive and corrective, the Employer need not apply these types of discipline in sequence, but rather proceed to a more severe type of discipline to fit the severity of the offense and/or infraction involved. The Employer may only discipline an employee for just cause.

#### **Section 2. Types of Discipline:**

A. The Employer may only impose the following types of discipline:

1. oral instruction (documented);
2. written reprimand;
3. suspension;
4. discharge.

B. Discipline shall be imposed in a timely manner.

#### **Section 3. Investigatory Meeting:**

The Employer may, but is not required to, conduct an investigatory meeting with the employee who is the subject of the investigation. If an investigatory meeting is conducted, any employee who is the subject of the investigation or reasonably believes that he/she may receive disciplinary action as a result of such meeting, shall be entitled to Union representation upon

request. The Employer shall notify the Union as well as the employee of such meeting and the reason for the meeting.

#### **Section 4. Pre-disciplinary Meeting:**

A. Purpose: Prior to the imposition of suspension or discharge, the Department Head shall convene a pre-disciplinary meeting. The Department Head/designee shall meet with the employee to discuss the circumstances giving rise to the contemplated discipline. The Department Head/designee, after presenting all know evidence and reasons for disciplinary action, will afford the employee an opportunity to rebut any evidence or charges against his/her.

B. Representation: The employee is entitle to have a Union representative present at the pre-disciplinary meeting if the employee so requests.

C. Extension: Reasonable requests for extension of time for rebuttal purposes may be allowed by the Department Head/designee.

D. Notices: No less that two (2) working days prior to the Pre-Disciplinary meeting date, the Department Head/designee will provide the employee and the Union with the date, time and location of the meeting and the reason(s) for the contemplated disciplinary action.

#### **Section 5. Notification of Disciplinary Action:**

In the event that disciplinary action is imposed, the Employer shall promptly furnish the employee and the Union a clear and concise statement describing the discipline and the reasons for such discipline. Once discipline is imposed it shall not increased.

The Employer shall inform the employee of the right to Union representation prior to any meeting at which suspension or discharge is to be imposed. The employee shall be given an opportunity, if so desired, to notify the Union of said meeting.

#### **Section 6. Removal of Discipline:**

Oral instructions will be purged from an employee's records if the employee is free from the same or similar offense for twelve (12) consecutive moths.

Written reprimands will be purged from an employee's record if the employee is free from the same or similar offense for eighteen (18) consecutive months.

#### **Section 7. Temporary Suspension:**

When the Employer believes the presence of an employee is dangerous or may result in the disruption of operations or when the employee's alleged actions may result in a violation of

the Rules of Professional Conduct and/or Code of Conduct referenced in the Employer's policy and procedure manual, which are established to promote the integrity of the department and the judiciary, and/or criminal charges are filed and pending against an employee, that employee may be placed on temporary suspension. Temporary suspension shall only last up to thirty (30) calendar days for actions not involving criminal charges unless the Employer informs the Union that up to an additional fifteen (15) days are necessary to conclude its investigation. Where criminal charges are pending against the employee, temporary suspension will last until resolution of the criminal charges or for the period of time in which the Employer conducts a reasonable investigation and determination of the matter.

The first 14 calendar days of temporary suspension shall be without pay. An employee may use accrued vacation, personal and compensatory time after the first 14 days of temporary suspension has elapsed.

If no disciplinary action is issued by the Employer, the employee shall be reinstated, reimbursed for lost salary and accrued leave and the record of temporary suspension shall be removed from the personnel file. If the length of the temporary suspension exceeds the disciplinary action given, the employee shall be reimbursed for the difference in salary and accrued leave.

If the employee is placed on temporary suspension exceeding 45 days, that employee may file a grievance for the sole purpose of determining whether a continued temporary suspension is reasonable. Resolution of this grievance shall not waive an employee's right to grieve any discipline ultimately issued.

## **ARTICLE XIV GRIEVANCE PROCEDURE**

### **Section 1. Purpose:**

The purpose of this grievance procedure is to establish an effective process for the fair, expeditious and orderly adjustment of grievances. Grievances within the meaning of this procedure shall consist of all disputes about interpretations of particular clauses of this Agreement as applied, and about alleged violations of this Agreement including discipline.

## **Section 2. Informal Resolution:**

The informal resolutions of differences or grievances is urged and encouraged at the lowest possible level of supervision. Any employee having a grievance shall first raise the matter with his/her immediate supervisor.

## **Section 3. Steps of the Grievance Procedure:**

**Step 1** – If a grievance is not settled at the time it is raised with the immediate supervisor, or lowest appropriate level of management, in order to proceed further, the grievant must reduce the claim to writing and submit the grievance to the manager/designee in conformity with the requirements of the following paragraph:

1. The grievance shall be presented on the form provided by the Union, and must be signed by both the grievant and the Union Steward.
2. The grievance form must contain a clear and detailed statement of the grievance and the facts upon which it is based, citing alleged violations of the Agreement and the remedy or correction requested.
3. The grievance must be submitted to the manager/designee within fifteen (15) working days of when the employee became aware, or should have become aware, of the occurrence. Within five (5) working days the manager/designee shall convene a meeting to review the grievance. The manager/designee shall then give his/her decision in writing to the Union and the employee within seven (7) working days after the grievance meeting.

**Step 2** – If the grievance is not settled in Step 1, the Union may appeal to Step 2 by presenting the written grievance to the Department Head within five (5) working days after the Union's receipt of the first step answer. Within five (5) working days the Department Head/designee shall convene a meeting to review the grievance. The Department Head/designee shall then give a written decision to the appropriate Union Steward, within ten (10) working days after the grievance meeting.

**Step 3** – If the answer is unsatisfactory to the Union, the Union shall have the right to appeal to the Chief Judge. Such appeal must be made within five (5) working days from the date of the Department Head's written response. The Chief Judge and/or his/her designated representative within ten (10) working days from the appeal may hold a meeting to discuss the grievance. If a meeting is held, the Chief Judge and/or a designated representative shall have thirty (30) working days in which to file an answer, in writing, to the appropriate union representative.

**Step 4** – Within thirty (30) days of receipt of the Chief Judge's decision, by means of written notification to the Chief Judge/designee, the Union may appeal the grievance to

arbitration. The grievance may be submitted to either a mutually agreeable arbitrator or to an arbitrator agreed upon through the alternate strike method from a list provided for that grievance by the Federal Mediation and Conciliation Service.

**Arbitrator's Powers:** The parties are entitled to request the Arbitrator to require the presence of relevant witnesses and production of relevant documents. The Arbitrator shall only have the authority to determine compliance or non-compliance with this Agreement, and to fashion an appropriate remedy. The Arbitrator, in his/her opinion, shall not amend, nullify, ignore or add to the provisions of this Agreement. The issue or issues to be decided will be limited to those presented to the Arbitrator in writing by the Chief Judge/designee and the Union. His/her decision must be based solely upon his/her interpretation of the meaning or application of the express relevant language of the Agreement. The decision of the Arbitrator made in compliance with the above shall be final, in writing and shall include reasons for each finding and conclusion. The Arbitrator's decision shall be rendered within thirty (30) working days following the last date of the last hearing conducted by the Arbitrator unless extension of such period is agreed to by the Chief Judge/designee and the Union.

**Costs:** Expenses for the Arbitrator's services and expenses which are common to both parties to the arbitration shall be borne equally by the Employer and the Union. The parties shall share the cost of recording the hearing. Each party shall pay for the cost of their own transcript and will share the cost of the Arbitrator's copy of the transcript. The parties shall meet prior to the Arbitration hearing to determine whether a recorded transcript of the hearing is necessary. Each party to an arbitration proceeding shall be responsible for compensating its own representatives and witnesses.

#### **Section 4. Time Limitations for Grievance Procedure:**

If the grievance is not timely filed or if no appeal is taken within the time limit, the employee and/or the Union shall be deemed to have accepted the action or decision. Conversely, if an answer in writing is not made within the prescribed time limit, or extended by mutual agreement, it may be advanced to the next step by the Union by written appeal within the proper time limit after the answer is due. Time limits may be extended by written agreement. A grievance may be withdrawn at any time.

#### **Section 5. Grievance Form:**

The Employer and the Union shall agree on a grievance form. Once such agreement is reached, the form shall be prepared and provided by the Union to employees as requested. This form shall be used in filing a grievance.

### **Section 6. Stewards:**

A. The Union will advise the Employer in writing of the names of the Stewards and alternates and shall notify the Employer promptly of any changes. Upon obtaining approval from their supervisor before leaving their work assignment or area, Stewards will be permitted to handle and process grievances referred by employees at the appropriate steps of the grievance procedure during normal hours without loss of pay, provided that the operations of the Employer are not adversely affected. In all cases the primary mission of the Employer and proper manpower considerations shall be controlling. Stewards will only handle grievances from their own work locations. In the event a work location has no steward, a steward from the worksite closest to the grievance location will process the grievance.

B. Social Service Department Caseworkers will be represented by five (5) Union Stewards.

C. The Employer recognizes that Teamsters Local 714 shall appoint one Chief Steward to service the members of the bargaining unit and handle grievances in conjunction with the five (5) Union Stewards.

It is further mutually agreed that the Local Union will, within two (2) weeks of the date of signing of this Agreement, serve upon the Employer a written notice listing the Union's authorized representatives employed by the Employer who are to deal with the Employer on behalf of the Union. The Union shall notify the Employer of any changes of these representatives during the term of this Agreement.

## **ARTICLE XV CONTINUATION OF OPERATION**

### **Section 1. No Strike:**

The Union will not cause or permit its members to cause, and will not sanction in any way, any work stoppage, strike, picketing or slowdown of any kind or for any reason, or the honoring of any picket line or other curtailment, restriction or interference with any of the Employer's functions or operations; and no employee will participate in any such activities during the term of this Agreement or any extension thereof.

### **Section 2. Union Liability and Duty:**

In addition to any other liability, remedy or right provided by applicable law or statute, should a strike, sit-down, sit-in, slowdown, cessation or stoppage or interruption of work, boycott, sympathy strike, or other interference with the operations of the Employer occur, the Union, within twenty-four (24) hours of a request by the Employer shall:

A. Advise the Employer in writing that such action by the employees has not been called or sanctioned by the Union.

B. Notify employees of its disapproval of such action and instruct such employees to cease such action and return to work immediately.

C. Post such notices at Union bulletin boards advising that it disapproves of such action and instructing employees to return to work immediately.

D. Take such other steps as are reasonably appropriate to bring about observance of the provisions of this Article, including compliance with reasonable requests of the Employer to accomplish this end.

### **Section 3. Discharge of Violators:**

The Employer shall have the right to discharge or otherwise discipline any or all employees who violate any of the provisions of this Article. In such event, the employee or employees, or the Union in their behalf, shall have no recourse to the grievance procedure, except for the sole purpose of determining whether an employee or employees participated in the action prohibited by this Article. If it is determined that an employee did so participate, the disciplinary action taken by the Employer may not be disturbed.

### **Section 4. No Lock-Out:**

The Employer agrees that it will not lock out its employees during the term of this Agreement or any extension thereof.

### **Section 5. Reservation of Rights:**

In the event of any violation of this Article by the Union or the Employer, the offended party may pursue any legal or equitable remedy otherwise available, and it will not be a condition precedent to the pursuit of any judicial remedy that any grievance procedure provided in this Agreement be first exhausted.

## **ARTICLE XVI MISCELLANEOUS**

### **Section 1. No Discrimination:**

No employee shall be discriminated against on the basis of race, color, sex, age, religion, disability, national origin, ancestry, sexual orientation, marital status, parental status, military

discharge status, political affiliation and/or beliefs, or activity or non-activity on behalf of the Union. The Employer has implemented a sexual harassment policy that will be complied with.

## **Section 2. Savings Clause:**

If any provision of this Agreement or any application thereof should be rendered or declared unlawful, invalid or unenforceable by virtue of any judicial action, or by any existing or subsequently enacted Federal or State Legislation, or by Executive Order or other competent authority, the remaining provisions of this Agreement shall remain in full force and effect. In such event, upon the request of either party, the parties shall meet promptly and negotiate with respect to substitute provisions of those provisions rendered or declared unlawful, invalid or unenforceable.

## **Section 3. Travel Reimbursement:**

Employees required to use personally owned automobiles in the course of their employment shall be reimbursed at a rate at not less than ~~44.5 cents per mile~~ in accordance with the Cook County Vehicle Ordinance/ Travel Expense Reimbursement Policy, except that the reimbursement rate shall not at any time be less than the maximum allowable business standard mileage rate set by the Internal Revenue Service. Provided, however, that the Employer will have sixty (60) days to implement any revised rates from the effective date of such rate set by the Internal Revenue Service. ~~Such rate shall be adjusted upward, as necessary, to ensure that employees are paid the maximum allowable by County policy.~~

## **Section 4. Personnel Files:**

Employees may inspect their personnel files at times and in the manner prescribed by the Illinois Personnel Records Act.

## **Section 5. Distribution Contract:**

The Employer shall print and make available a copy of the contract to all current bargaining unit members.

## **Section 6. Credit Union:**

With approval of the County Board, the Employer agrees to deduct from the wages of employees who so authorize and remit payments to either the Members Advantage Credit Union (sponsored by Teamsters Local 714) or Credit Union One (offered by County).

## **Section 7. Dual Employment:**

Employees are subject to the Employer's current policy on dual employment.



### **Section 8. Safety:**

The Employer will endeavor to provide a safe and healthful work environment for all employees. The Employer agrees to comply with all applicable state and federal laws.

### **Section 9. Part Time Positions:**

A. The Employer agrees to make available up to 10 positions for part time employment based on the operational needs of the Department.

B. Part time employees shall be required to work 50% of full time scheduled hours in a pay period, including all break and lunch periods.

C. Part time employees shall accrue sick, vacation and personal day leave as well as seniority at a 50% pro-rated rate. Part time employees will receive holiday pay equal to the number of hours they are scheduled to work on that holiday. Employees will receive one-half of the paid bereavement leave provided to full time employees. Employees shall be eligible for health and/or life insurance benefits by contributing 50% of the employer costs for these benefits to the County.

D. A full time employee may bid for a part time position. Applicants will be selected in accordance with Article X, Filling of Vacancies.

E. A part time bid will count as one ordinary bid. It will not include any specifications beyond its being for a part time position.

F. An employee may not be involuntarily transferred from a full time to a part time position.

### **Section 10. School Conference and Activity Leave:**

The Employer must grant an employee leave up to a total of eight (8) unpaid hours during any school year in the increments of no less than one (1) hour, no more than four (4) hours of which may be taken on any given day, to attend school conferences or classroom activities related to the employee's child in accordance with the School Visitation Rights Act 820 ILCS 147.

## **XVII RATES OF PAY**

### **Section 1. Salary Raises:**

The salary grades and steps applicable to this bargaining unit shall be increased as follows during the term of this agreement:

Effective with the first full pay period,  
on or after January 1, 2011 2.25%

Effective with the first full pay period,  
on or after June 1, 2012 3.75%

**Section 2. Longevity Plan, Schedule XII**

Effective 6/1/99 the pay rate for the twenty (20) year longevity step (09) will be adjusted by 1%.

**Section 3. New Caseworker Classification:**

Effective December 1, 1997, the classification of PSIIB will be made available to all eligible PS1 and PS2 caseworkers. Caseworkers will be eligible to move into this pay grade after five years of service as a caseworker. Eligible caseworkers will be placed in the same step as they were in from their previous classification.

**Section 4. Bilingual Pay:**

Upon implementation of this Agreement, employees whose assignments regularly require the use of bilingual skills or to use sign language skills in fulfilling their job duties shall receive an additional \$50.00 per month. The determination as to whether or not an employee or a position is entitled to bilingual pay shall be made by the employer in its sole discretion.

**ARTICLE XVIII  
DURATION**

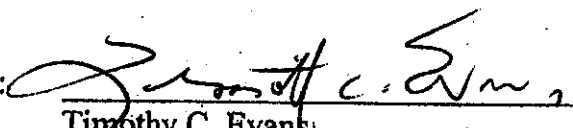
**Section 1. Term:**

This Agreement shall become effective December 1, 2008, and shall remain in effect through November 30, 2012. It shall automatically renew itself from year to year thereafter unless either party shall give written notice to the other party not less than sixty (60) calendar days prior to the expiration date, or any anniversary thereof, that it desires to modify or terminate the Agreement.

In the event such written notice is given by either party, this Agreement shall continue to remain in effect after the expiration date until a new Agreement has been reached or either party shall give the other party five (5) calendar days written notice of cancellation thereafter.

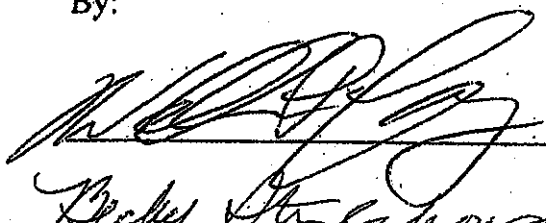
Signed and entered this 7<sup>th</sup> day of November, 2011.

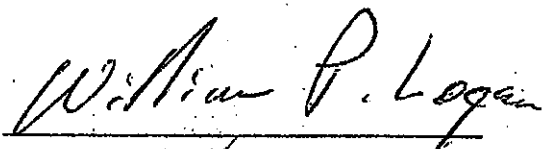
Chief Judge of the Circuit Court of Cook County

By:   
Timothy C. Evans

Union: Teamsters Local Union Number 700

By:

  
Becky Strzechowski

  
BECKY STRZECZOWSKI

**TENTATIVE AGREEMENT  
BETWEEN  
TEAMSTERS LOCAL UNION NUMBER 700  
REPRESENTING SOCIAL SERVICE CASEWORKERS AND  
THE CHIEF JUDGE OF THE CIRCUIT COURT OF COOK COUNTY**

1. Contract term: December 1, 2008 - November 30, 2012

2. Wages:

The salary grades and steps applicable to the above listed bargaining unit shall be increased as follows during the term of this agreement.

Effective with the first full pay period,  
on or after January 1, 2011

2.25%

Effective with the first full pay period,  
on or after June 1, 2012

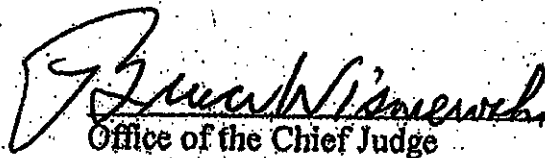
3.75%


3. Health Insurance:

The employee contribution rates and plan design will remain the same as that which is in effect as of the date of execution of this tentative agreement.

4. A side letter that will read as follows:

For the period from the date of the execution of this tentative agreement through November 30, 2012 only, if the County enters into an agreement with any other union for a non-interest arbitration eligible bargaining unit that contains across-the-board wage increases greater than those set forth in paragraph 2 above, or agrees to a lower rate of employee contribution to health insurance (either in employee contribution to premiums or through plan design changes that are more favorable to employees) for a non-interest arbitration eligible bargaining unit, then upon demand by the union, those wage increases or health insurance changes will be applied to the members of this bargaining unit.

 10/28/11  
Office of the Chief Judge      Dated

 10/19/11  
Teamsters Local 700      Dated

Effective January 1, 2011

SCHEDULE XIII

BUREAU OF HUMAN RESOURCES  
SOCIAL SERVICE CASEWORKERS - MAP

| Entry<br>Rate | 1ST<br>STEP | 2ND<br>STEP | 3RD<br>STEP | 4TH<br>STEP | 5TH<br>STEP | AFTER<br>TWO YEARS<br>AT 5TH STEP | AFTER 1                |                        |                        |
|---------------|-------------|-------------|-------------|-------------|-------------|-----------------------------------|------------------------|------------------------|------------------------|
|               |             |             |             |             |             |                                   | YR AT 1ST              | YR AT 2ND              | YR AT 3RD              |
|               |             |             |             |             |             |                                   | LONGEVITY<br>RATE & 10 | LONGEVITY<br>RATE & 15 | LONGEVITY<br>RATE & 20 |
|               |             |             |             |             |             |                                   | <u>YRS SERVC</u>       | <u>YRS SERVC</u>       | <u>YRS SERVC</u>       |
| PS1           |             |             |             |             |             |                                   |                        |                        |                        |
| hourly        | 21.440      | 22.351      | 24.291      | 25.323      | 26.400      | 27.522                            | 28.774                 | 30.083                 | 30.760                 |
| bi-Weekly     | 1,715.20    | 1,788.08    | 1,943.28    | 2,025.84    | 2,112.00    | 2,201.76                          | 2,301.92               | 2,406.64               | 2,460.80               |
| annual        | 44,595      | 46,490      | 50,525      | 52,671      | 54,912      | 57,245                            | 59,849                 | 62,572                 | 63,980                 |
| PS2           |             |             |             |             |             |                                   |                        |                        |                        |
| hourly        | 23.016      | 23.995      | 26.078      | 27.186      | 28.342      | 29.546                            | 30.891                 | 32.297                 | 33.024                 |
| bi-Weekly     | 1,841.28    | 1,919.60    | 2,086.24    | 2,174.88    | 2,267.36    | 2,363.68                          | 2,471.28               | 2,583.76               | 2,641.92               |
| annual        | 47,873      | 49,909      | 54,242      | 56,546      | 58,951      | 61,455                            | 64,253                 | 67,177                 | 68,689                 |
| PSB           |             |             |             |             |             |                                   |                        |                        |                        |
| hourly        | 23.586      | 24.588      | 26.722      | 27.858      | 29.042      | 30.276                            | 31.654                 | 33.094                 | 34.518                 |
| bi-Weekly     | 1,886.88    | 1,967.04    | 2,137.76    | 2,228.64    | 2,323.36    | 2,422.08                          | 2,532.32               | 2,647.52               | 2,761.44               |
| annual        | 49,058      | 51,143      | 55,581      | 57,944      | 60,407      | 62,974                            | 65,840                 | 68,835                 | 71,797                 |

Effective June 1, 2012

SCHEDULE XIII

BUREAU OF HUMAN RESOURCES

SOCIAL SERVICE CASEWORKERS - MAP

|           | Entry<br>Rate | 1ST<br>STEP | 2ND<br>STEP | 3RD<br>STEP | 4TH<br>STEP | 5TH<br>STEP | AFTER<br>TWO YEARS<br>AT 5TH STEP | AFTER 1<br>YR AT 1ST<br>LONGEVITY<br>RATE & 10<br>YRS SVC | AFTER 1<br>YR AT 2ND<br>LONGEVITY<br>RATE & 15<br>YRS SVC | AFTER 1<br>YR AT 3RD<br>LONGEVITY<br>RATE & 20<br>YRS SVC |
|-----------|---------------|-------------|-------------|-------------|-------------|-------------|-----------------------------------|---|---|---|
| PS1       |               |             |             |             |             |             |                                   |   |   |   |
| hourly    | 22.244        | 23.189      | 24.175      | 25.202      | 26.273      | 27.390      | 28.554                            | 29.853  | 31.211  | 31.914  |
| 31-Weekly | 1,779.52      | 1,855.12    | 1,934.00    | 2,016.16    | 2,101.84    | 2,191.20    | 2,284.32                          | 2,388.24  | 2,496.88  | 2,553.12  |
| Annual    | 46,267        | 48,233      | 50,284      | 52,420      | 54,647      | 56,971      | 59,392                            | 62,094  | 64,918  | 66,381  |
| PS2       |               |             |             |             |             |             |                                   |   |   |   |
| hourly    | 23.879        | 24.895      | 25.952      | 27.056      | 28.205      | 29.405      | 30.654                            | 32.049  | 33.508  | 34.262  |
| 31-Weekly | 1,910.32      | 1,991.60    | 2,076.16    | 2,164.48    | 2,256.40    | 2,352.40    | 2,452.32                          | 2,563.92  | 2,680.64  | 2,740.96  |
| Annual    | 49,668        | 51,781      | 53,980      | 56,276      | 58,666      | 61,162      | 63,760                            | 66,661  | 69,696  | 71,264  |
| PSB       |               |             |             |             |             |             |                                   |   |   |   |
| hourly    | 24.470        | 25.510      | 26.594      | 27.724      | 28.903      | 30.131      | 31.411                            | 32.841  | 34.335  | 35.812  |
| 31-Weekly | 1,957.60      | 2,040.80    | 2,127.52    | 2,217.92    | 2,312.24    | 2,410.48    | 2,512.88                          | 2,627.28  | 2,746.80  | 2,864.96  |
| Annual    | 50,897        | 53,060      | 55,315      | 57,665      | 60,118      | 62,672      | 65,334                            | 68,309  | 71,416  | 74,488  |